



## REQUEST FOR QUOTE: UC San Diego

### Quote Details

Create Date: 27 September 2023

Prepared By: [REDACTED]

Expire Date: 30 November 2023

Phone: [REDACTED]

### Account Information

Account Name: **UC San Diego** –

Accounting Contact: [REDACTED]

Contact Name [REDACTED] -  
Electronic Resources, CARS

Billing Address 9500 Gilman Dr. 0175A  
La Jolla, CA 92093-0175

Phone: [REDACTED]

Email: [REDACTED]

Name	Plan	Price	Total
<b>TRAC UNIVERSITY IP ACCESS LICENSE -</b> FTE:1800+/ 12- Month Contract	1	[REDACTED]	[REDACTED]

### USAGE RIGHTS

Customer is licensed to UC San Diego for the Access Term, Maximum Database size and number of Users as needed in this Order.



## ACCESS TERM

**Access Start Date: TO BE DETERMINED**

\*Customer's Access Start Date will commence no earlier than the signature date of this Order.

## TERMS OF USE

- 1. TRAC is wholly owned by Beacham Group, LLC. Our Terms of Use Policy is accessible:  
<https://app.termly.io/document/terms-of-use-for-website/0b140414-72bf-4d64-91db-d8822a9f056b>
- 2. TRAC is wholly owned by Beacham Group, LLC. Our Privacy Policy is accessible:  
<https://app.termly.io/document/privacy-policy/78ee1a88-e2d9-40e7-b245-e4fd6c9058fa>
- 3. TRAC is wholly owned by Beacham Group, LLC. Our Disclaimer Policy is accessible:  
<https://app.termly.io/document/disclaimer/b986dbc6-aa75-43d4-83b3-c4dc55811be0>

## PAYMENT TERMS (upon invoice)

## LICENSING AGREEMENT

- 1. TRAC monitors access credentials to determine organizational usage. TRAC considers the sharing of credentials, or multiple use of credentials to access its database beyond the AGREED upon number of Authorized users to be a violation of its Licensing Agreement, of which is included below.
- 2. Upon acceptance of this Request for Quote and issuance of an invoice, TRAC shall require signature of its Licensing Agreement and reserves all rights contained within.

## CUSTOMER

\_\_\_\_\_  
Signature

12/18/2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

Associate University Librarian SRS  
\_\_\_\_\_  
Title



TERRORISM RESEARCH & ANALYSIS CONSORTIUM

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



# TRAC

TERRORISM RESEARCH & ANALYSIS CONSORTIUM

A Division of The Beacham Group, LLC  
380-H Knollwood Street Suite #412 | Winston Salem, NC 27103-1865

## Terrorism Research & Analysis Consortium License Agreement

This License Agreement, along with any schedules or attachments (the “Agreement”), is made effective on a date to be determined (the “Effective Date”) between **The Beacham Group, LLC – Owner and Operator of Terrorism Research & Analysis Consortium “TRAC”** (the “Licensor”) and **UC San Diego** (the “Licensee”).

In consideration of the mutual promises this Agreement contains, and other valuable and sufficient consideration, the Licensor and Licensee agree as follows:

### 1. GRANT OF LICENSE

1.1. **Nature of Materials.** The materials that are the subject of this Agreement are set forth in the attached quotation document (the “Licensed Materials”).

1.2. **Grant of License.** Licensor grants to Licensee non-exclusive worldwide access to and use of the Licensed Materials, and the right to provide the Licensed Materials to Authorized Users (which are defined in Section 3, below) in accordance with this Agreement’s terms and conditions.

1.3 **Ownership of Intellectual Property.** Nothing in this Agreement shall be interpreted to transfer ownership of any copyright, trademarks or service marks from the Licensor or its suppliers to the Licensee or Authorized Users.

Licensor will include copyright, trademark and other notices in the Licensed Materials only where applicable, and all works protected by copyright will have a copyright notice displayed to clearly distinguish any copyright in the compilation from any copyright in the underlying works.

### 2. FEES

2.1 **Fees and Payment.** Licensee shall pay Licensor for the Licensed Materials pursuant to the terms set forth in the Request for Quote.

2.2 **Notice of Price Increases.** Licensor shall provide Licensee with a price list for all Licensed Materials no less than **sixty (60)** days prior to the end of the current term.



# TRAC

TERRORISM RESEARCH & ANALYSIS CONSORTIUM

A Division of The Beacham Group, LLC  
380-H Knollwood Street Suite #412 | Winston Salem, NC 27103-1865

### 3. AUTHORIZED USERS AND USES

3.1 **Authorized Users.** The Licensor and Licensee define “Authorized Users” as the following:

- a. The Licensee’s full-time and part-time students, regardless of their physical location;
- b. The Licensee’s full-time and part-time employees (including faculty, staff, affiliated researchers, and independent contractors), regardless of their physical location;
- c. Other valid ID holders; and
- d. Patrons not affiliated with Licensee, who are physically present at Licensee’s site(s) (“Walk-ins”).

3.2 **Authorized Uses.** The Licensee and Authorized Users may access or use the Licensed Materials for the following purposes:

- a. *Usage Rights.* Licensee and Authorized Users may electronically display, download, digitally copy, and print a reasonable portion of the Licensed Materials. Licensee may charge a reasonable fee to recover costs of copying or printing portions of Licensed Materials for Authorized Users.
- b. *Authorized Users.* All authorized users, as defined in Section 3.1, may download or create printouts of any materials within TRAC so long as each work is retrieved directly from the online database system and is used in conjunction with Company programs or activities.
- c. The data contained within Contributor/Consortium profiles may not be distributed in mass mailings or for marketing purposes.
- d. *Electronic Links.* Licensee and Authorized Users may provide hyperlinks from the Licensee’s and Authorized Users’ web page(s) or web site(s) to individual units of content within the Licensed Materials.
- e. *Education, Teaching and Research.* Licensee and Authorized Users may extract and use excerpts from the Licensed Materials for research or other educational purposes, including extraction and manipulation for the purpose of illustration, explanation, example, comment, criticism, teaching, research, and analysis.
- f. *Scholarly Citation.* Authorized Users may use, with appropriate credit, figures, tables, and brief excerpts from the Licensed Materials in the Authorized User’s own scientific, scholarly, or educational Works.



# TRAC

TERRORISM RESEARCH & ANALYSIS CONSORTIUM

A Division of The Beacham Group, LLC  
380-H Knollwood Street Suite #412 | Winston Salem, NC 27103-1865

g. *Text and Data Mining.* Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for research or educational purposes, utilize and share the results of text and/or data mining in their work, and make the results available for use by others within the realm of Licensee's operations, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials.

i. *Caching.* Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users' appropriate browsers or other software. For the avoidance of doubt, the cached copy is not a derivative work.

**3.3 No Diminution of Rights.** Nothing in this Agreement, including but not limited to Section 3.2, shall be interpreted to diminish the rights and privileges of the Licensee or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners, such as fair use, under Section 107 of the U.S. Copyright Act. In the event that any content included in the Licensed Materials is in the public domain or has been issued under a Creative Commons or other open license, Licensor shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.

## 4. DELIVERY AND ACCESS

**4.1 Delivery.** Licensor will provide or otherwise make available the Licensed Materials to the Licensee through telecommunications, network, or web-based connections between one or more of Licensor's physical, online, or virtual locations, and one or more of Licensee's authorized physical, online, or virtual locations. Licensor will use reasonable efforts to ensure that the Licensed Materials are accessible and inter-operable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.

**4.2 Access and Authentication.** Licensor will provide the Licensee and its Authorized Users with access to the Licensed Materials pursuant to the terms, conditions, and specifications set forth in provided Request for Quote, dated 17 September 2021, which is attached hereto. Licensor will use reasonable efforts to provide authentication methods that conform to current industry standards and will cooperate with Licensee in the implementation of new authentication protocols and procedures as they are developed during the term of this Agreement.



# TRAC

TERRORISM RESEARCH & ANALYSIS CONSORTIUM

A Division of The Beacham Group, LLC  
380-H Knollwood Street Suite #412 | Winston Salem, NC 27103-1865

**4.3 Restrictions.** Licensor and Licensee agree to the following use and access restrictions on the Licensed Materials.

- a. *Unauthorized Use.* Except as specifically provided elsewhere in this Agreement, Licensee shall not knowingly or intentionally permit anyone other than Authorized Users to use the Licensed Materials.
- b. *Modification of Licensed Materials.* Licensee shall not modify or create a derivative work of the Licensed Materials without the Licensor's express, prior, and written permission, unless the Licensed Materials have been made available under an open license that allows modification and creation of derivative works, are in the public domain, or as provided for elsewhere in this Agreement.
- c. *Removal of Copyright or Trademark Notice.* Licensee may not remove, obscure, or modify any valid copyright or trademark notices included in the Licensed Materials.
- d. *Commercial Purposes.* Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes. This restriction expressly prohibits the Licensee from selling Licensed Materials. For the avoidance of doubt, research conducted by Licensee and Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes.

## 5. PERFORMANCE OBLIGATIONS

**5.1 Licensor Performance Obligations.** The Licensor will use reasonable efforts to ensure that its performance will meet or exceed industry standards and practices. Additionally, the Licensor agrees to the following performance standards.

- a. *Availability of Licensed Materials.* The Licensor will make the Licensed Materials available to the Licensee and Authorized Users within **fifteen days (15)** of the Effective Date.
- b. *Discovery of Licensed Materials.* Licensor shall make the Licensed Materials available through Licensee's Discovery Service System(s) for indexing and discovery purposes. Licensor shall provide to Licensee's discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords), and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of Licensee and Authorized Users. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.



# TRAC

TERRORISM RESEARCH & ANALYSIS CONSORTIUM

**A Division of The Beacham Group, LLC**  
**380-H Knollwood Street Suite #412 | Winston Salem, NC 27103-1865**

c. *Online Terms and Conditions.* In the event that Licensor requires Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose terms on Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between the click-through terms or online terms and conditions and this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, Authorized Users are not a party to this Agreement.

d. *Disabilities Compliance.* Licensor acknowledges and warrants that its Programs and Services during the Term of this Agreement shall provide equal and effective access to all individuals in accordance with federal and state laws and regulations, including, but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973. Any website or application functionality and content provided by Licensor shall meet the accessibility standards of the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web-based technology. Licensor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of its products or services in a timely manner and provide an updated version to Licensee at no cost. Licensor further agrees to indemnify and hold harmless Licensee from any claims arising out of its failure to comply with the requirements of this section. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Licensee.

e. *Support.* Licensor will provide activation support, including assisting Licensee and Authorized Users with the implementation of any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email and/or phone during Licensee's regular business hours, Monday – Friday, for feedback, problem-solving, or general questions and will respond in a timely manner.

f. *Updates.* Licensor will provide regular system and project updates to Licensee as they become available.

g. *Quality of Service.* Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the online information industry in the Licensee's locale. Licensor may schedule brief unavailability periods but will do so only where (1) it has given at least forty-eight (48) hour notice to Licensee, and (2) in ways and at times that minimize inconvenience to Licensee and its Authorized Users, regardless of when notice has been given.





# TRAC

TERRORISM RESEARCH & ANALYSIS CONSORTIUM

**A Division of The Beacham Group, LLC**  
**380-H Knollwood Street Suite #412 | Winston Salem, NC 27103-1865**

h. *Problems with Licensed Materials.* If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Licensee's or Authorized Users' use of the Licensed Materials, and Licensor fails to repair the nonconformity within five (5) business days, Licensor shall reimburse Licensee for such problems in an amount that is proportional to the total fees Licensor owes pursuant to Section 2 and Schedule 2 of this Agreement.

i. *Transfer or Acquisition of Titles.* If any portion of the Licensed Materials is transferred to or acquired from another party, Licensor shall use best efforts to ensure that Licensee does not lose access to content subject to this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be honored, whether the Licensor is acting as the transferring or acquiring party. If Licensor is transferring any portion of the Licensed Materials to another party, Licensor will use best efforts to assign all rights and obligations to the assignee. If Licensor is acquiring works that become subject to this Agreement, Licensor will use best efforts to acquire the rights to perform under this Agreement, including but not limited to perpetual access rights. Licensor agrees to communicate with the party from which it is acquiring works to exchange such relevant payment and rights information.

j. *Completeness of Content.* Licensor will inform Licensee of instances where online content differs from print versions of the Licensed Materials. Where applicable, Licensor will cooperate with Licensee to identify and correct content errors or omissions, and when necessary, the Licensor shall use reasonable efforts to ensure that the online content: (1) is at least as complete as print and other physical format versions of the Licensed Materials; and (2) represents complete, accurate, and timely replications of the corresponding content contained within the print and other physical format versions of such Materials.

In order to facilitate the assessment of completeness of content, Licensor will provide upon request of Licensee a report of the content in the Licensed Materials at the title, issue, chapter, or item level. Licensor will disclose to Licensee content known or found to be missing from the Licensed Materials, including but not limited to images, pages, issues, and chapters.

If online content is a digitized version of print content and differs from the print or other physical format versions of Licensed Materials so as to be substantially less useful to the Licensee or its Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section 6, below.



# TRAC

TERRORISM RESEARCH & ANALYSIS CONSORTIUM

**A Division of The Beacham Group, LLC**  
**380-H Knollwood Street Suite #412 | Winston Salem, NC 27103-1865**

k. *Notification of Modifications of Licensed Materials.* From time to time, Licensor may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Licensor shall give notice of any such changes to Licensee as soon as is practicable, but in no event less than thirty (30) days in advance of modification. If any of the changes, modifications, or migrations renders the Licensed Materials substantially less useful to the Licensee or its Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section 6, below.

l. *Withdrawal of Licensed Materials.* Licensor reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. Licensor shall give written notice of the withdrawal to the Licensee as soon as is practicable, but in no event less than thirty (30) days in advance of withdrawal, specifying the item or items to be withdrawn.

If any such withdrawal renders the Licensed Materials less useful to Licensee or its Authorized Users, Licensor shall reimburse Licensee for the withdrawal in an amount proportional to the total Fees owed by Licensee for the Licensed Materials under this Agreement. If any such withdrawal renders the Licensed Materials substantially less useful to Licensee or its Authorized Users, Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions in Section 6, below.

m. *Usage Statistics.* Licensor shall provide to Licensee yearly usage statistics for the Licensed Materials. Licensor shall not provide Licensee's usage statistics in any form to any third party without the Licensee's written authorization, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches and will comply with all applicable privacy laws. The Licensor shall not disclose or sell to other parties, usage data or information about the Licensee or its Authorized Users without the Licensee's express written permission or as required by law.

n. *Confidentiality of Personally Identifiable Information.* The Licensor agrees that no personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, usernames, and passwords, will be shared with third parties, except in response to a subpoena, court order, or other legal requirement. If Licensor is compelled by law or court order to disclose personally identifiable information of Authorized Users or patterns of use, Licensor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that Licensee or Authorized Users may seek protective orders or other remedies. Licensor will notify Licensee and Authorized Users as soon as is practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.



# TRAC

TERRORISM RESEARCH & ANALYSIS CONSORTIUM

**A Division of The Beacham Group, LLC**  
**380-H Knollwood Street Suite #412 | Winston Salem, NC 27103-1865**

r. *Notice of the Use of Digital Rights Management Technology.* In the event that Licensor utilizes or implements any type of digital rights management (DRM) technology to control access to or usage of the Licensed Materials, Licensor will provide to Licensee a description of the technical specifications of the DRM and how it impacts access to or usage of the Licensed Materials. If the use of DRM renders the Licensed Materials substantially less useful to the Licensee or its Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section 6, below.

s. *Use of Watermarking Technology.* In the event that Licensor utilizes any type of watermarking technology for any element of the Licensed Materials, Licensor agrees that watermarks will not reduce readability of content and will not degrade image quality. These watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, Licensor will notify Licensee at least thirty (30) days in advance of implementation, and Licensor will provide the technical specifications for the technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to the Licensee or its Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section 6, below.

**5.2 Licensee Performance Obligations.** The Licensee agrees to the following performance standards.

a. *License Terms Notice.* Licensee will use reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.

b. *Protection from Unauthorized Use.* Licensee will use reasonable efforts to restrict access to the Licensed Materials to Authorized Users.

c. *Maintaining Confidentiality of Access Passwords.* Where access to the Licensed Materials is to be controlled by use of passwords, Licensee will use reasonable efforts to inform Authorized Users that they should not divulge their numbers and passwords to any third party. Licensee will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by Licensor.



# TRAC

TERRORISM RESEARCH & ANALYSIS CONSORTIUM

A Division of The Beacham Group, LLC  
380-H Knollwood Street Suite #412 | Winston Salem, NC 27103-1865

**5.3. Mutual Performance Obligations.** In addition to their respective, specific performance obligations, the Licensor and Licensee agree to be bound by the following performance standards.

a. *Notification of Unauthorized Use.* In the event the Licensee has notice of an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Licensee shall immediately notify the Licensor. In the event the Licensor has notice of unauthorized use of the Licensed Materials, the Licensor will immediately notify Licensee, and Licensee will cooperate with the Licensor to address the unauthorized use and avoid a recurrence.

Any unauthorized use that is considered a breach of obligations under this Agreement shall be subject to Section 6.4, below, including the cure period.

## 6. TERM, RENEWAL AND TERMINATION

**6.1 Agreement Term.** This Agreement shall be in effect for a period of one (1) year from the Effective Date of **01 December 2023** until **30 November 2024**.

**6.2 Renewal.** This Agreement shall be for a period of 12 months. In the event of a price increase for subsequent term as provided for in Section 2.2, Licensee shall have no less than thirty days (30) from the date of notification of the price increase to notify Licensor of Licensee's intent to cancel or renegotiate.

**6.3 Early Termination for Financial Hardship.** The Licensee may terminate this Agreement without penalty if sufficient content acquisitions funds are not allocated to enable the Licensee, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, Licensee agrees to notify Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, no less than **thirty (30) days** prior to next payment date.

**6.4 Termination for Breach.** If either party believes that the other has materially breached any obligations under this Agreement, such party shall notify the other party of the alleged breach in writing following the notice provisions in subsequent sections.

If a material breach has occurred, the breaching party shall have **thirty (30) days** from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within **thirty (30) days**, the non-breaching party shall have the right to terminate the Agreement without further notice. Once this Agreement ends, by early termination or otherwise, the Licensor may terminate (or cause termination of) access to the Licensed Materials by Licensee and Authorized Users subject to Section 8, below. In addition, authorized copies of Licensed Materials made by Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement.



# TRAC

TERRORISM RESEARCH & ANALYSIS CONSORTIUM

A Division of The Beacham Group, LLC  
380-H Knollwood Street Suite #412 | Winston Salem, NC 27103-1865

6.5 **Refunds.** In the event of early termination, except for termination for a material breach by the Licensee, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement.

## 7. DISPUTE RESOLUTION

7.1 **Dispute Resolution.** In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement that are not affected by the dispute.

## 8. WARRANTIES AND INDEMNIFICATION

8.1 **Warranties.** The Licensor warrants it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee for the purposes outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party.

Licensor shall indemnify and hold harmless the Licensee and any Authorized Users for any losses, claims, damages, awards, penalties, or injuries they incur (including reasonable attorney's fees) which arise from any third-party claim that alleges contract breach, copyright infringement, or other intellectual property infringement arising from the Licensee's or an Authorized User's use of or access to the Licensed Materials in accordance with the terms of this Agreement. Additionally, Licensor agrees that no liability limitation that may appear elsewhere in this Agreement applies to, overrides, or cancels this indemnification.

Licensor warrants that any physical object or medium that contains the Licensed Materials will be free from defects for a period of **ninety (90) days** from delivery.

8.2 **Warranty Disclaimers.** Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, special, incidental, punitive, or consequential damages, including loss of data, business interruption, or loss of profits that arises from the use of the Licensed Materials, or inability to use the Licensed Materials.

Except for the express warranties stated elsewhere in this Agreement, Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral, or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.



# TRAC

TERRORISM RESEARCH & ANALYSIS CONSORTIUM

A Division of The Beacham Group, LLC  
380-H Knollwood Street Suite #412 | Winston Salem, NC 27103-1865

**8.3 Indemnities.** Licensor shall indemnify and hold harmless the Licensee for any losses, claims, damages, awards, penalties, or injuries (including reasonable attorney's fees) that arise from any alleged breach of the Licensor's representations and warranties made under this Agreement. This indemnity shall survive the termination of this Agreement.

## 9. MISCELLANEOUS PROVISIONS

**9.1 Assignment and Transfer.** Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party except as otherwise provided in Section 5.1(l) *Transfer or Acquisition of Titles*. Neither party to this Agreement may unreasonably withhold or delay such written consent.

**9.2 Governing Law.** This Agreement shall be interpreted and construed according to, and governed by, the laws of **the state of California** without regard to its conflict of laws rules. The federal or state courts located in **the state of California** shall have jurisdiction to hear any dispute under this Agreement.

**9.3 Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, labor strikes, and/or any other cause beyond the reasonable control of the party whose performance is affected.

**9.4 Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, online terms and conditions as defined in Section 5.1(d) *Online Terms and Conditions* shall not modify the terms of this Agreement.

**9.5 Amendment.** No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

**9.6 Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**9.7 Waiver of Contractual Right.** Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.



# TRAC

TERRORISM RESEARCH & ANALYSIS CONSORTIUM

**A Division of The Beacham Group, LLC**  
**380-H Knollwood Street Suite #412 | Winston Salem, NC 27103-1865**

**9.8 Notices.** All notices given pursuant to this Agreement shall be in writing and shall be sent to the person who is the signatory to the Agreement at the contract addresses noted in the signature section of this Agreement. All notices may be hand delivered, or shall be deemed received within 30 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or electronic mail, confirmation copies must be sent by mail or by hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

**9.9 Survivability.** Sections 1, 3, 4.3, 7, 8, 9, hereof, all indemnification obligations and perpetual license rights shall survive the expiration or termination of the Agreement.

**SIGNATURES IN WITNESS WHEREOF,** the parties have executed this Agreement by their respective, duly authorized representatives as of the Effective Date.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**The Beacham Group, LLC**

[Redacted]

\_\_\_\_\_  
Signature

**UC San Diego**  
**Authorized Representative(s)**

[Redacted]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature